

AB-587 Terms of Service Report

Name of Platform: ArtStation (<https://www.artstation.com>)

Reporting Period: January 1, 2024 – June 30, 2024 (Q1 & Q2, 2024)

Sec. 22677 (a)(1) The current version of the terms of service of the social media platform.

The ArtStation Terms of Service are attached hereto as Exhibit A, which are current as of the filing of this report (September 28, 2024).

Sec. 22677 (a)(2) If a social media company has filed its first report, a complete and detailed description of any changes to the terms of service since the previous report.

The ArtStation Terms of Service have not substantively changed since the filing of the previous report (April 1, 2024).

Sec. 22677 (a)(3) A statement of whether the current version of the terms of service defines each of the following categories of content, and, if so, the definitions of those categories, including any subcategories:

- (A) Hate speech or racism.
- (B) Extremism or radicalization.
- (C) Disinformation or misinformation.
- (D) Harassment.
- (E) Foreign political interference.

The ArtStation Terms of Service prohibit content that is “defamatory, threatening, abusive, harassing, hateful, obscene, pornographic, harmful or invasive of anyone’s privacy, or excessively violent,” misrepresenting one’s identity, or otherwise related to any unlawful activities. The ArtStation Terms of Service do not specifically define these terms, but ArtStation enforces its prohibitions through the considered judgment of its human moderators, who make context-specific decisions about what content is inappropriate (or prohibited), taking into consideration, among other things, the common meaning and usage of words and phrases, as well as other contextual factors, such as visual depictions accompanying text.

ArtStation’s Community Content Guidelines, attached hereto as Exhibit B, clarify the following:

“Hate: We are an inclusive community here on ArtStation, and it is not the place to post hateful, hurtful comments. We won’t tolerate any posts or comments containing messages of violence or ill-will to anyone or group based on religion, sexual orientation, country or language of origin, race or disability. [...]

Violence: We do not encourage or condone any acts of written, illustrated or verbal violence, harassment or bullying towards any other user. Posting anything that promotes violence to anyone or group will have the post deleted and may have their posting capabilities suspended.”

Sec. 22677 (a)(4) A detailed description of content moderation practices used by the social media company for that platform[.]

As general background, ArtStation is an online platform for the viewing, creation, and publishing of digital art. Users can also buy, sell, and share digital art and other merchandise through the site. Users may post certain user-generated content to the site through the following means: (1) art uploaded to the site for non-

commercial purposes, known as “Projects;” (2) digital art or merchandise uploaded to the marketplace for purchase, known as “Products;” (3) comments published by users on a given Project; (4) user-generated “Blogs” which may contain text, images or videos; and (5) public user profiles. Such user-generated content is collectively referred to as “UGC”. Users may also privately message other users through the site.

1. Policies & Definitions

The ArtStation Terms of Service prohibit content that is “defamatory, threatening, abusive, harassing, hateful, obscene, pornographic, harmful or invasive of anyone’s privacy, or excessively violent,” misrepresenting one’s identity, or otherwise related to any unlawful activities. Moderators are empowered to remove content or ban users if the content in question violates the ArtStation Terms of Service and/or the ArtStation Content Guidelines. In weighing these decisions, ArtStation moderators consider, among several factors, the common meaning and usage of words and phrases, as well as other contextual factors, such as visual depictions accompanying text.

In addition to ArtStation’s Terms of Service, ArtStation provide users with comprehensive guidance describing ArtStations UGC policies, such as the ArtStation Community Content Guidelines (<https://help.artstation.com/hc/en-us/articles/4546110953229-Community-Content-Guidelines>), the ArtStation Blogging Content Guidelines (<https://help.artstation.com/hc/en-us/articles/360057122551-Blogging-Community-Guidelines>), and the ArtStation Mature Content & Unsuitable Content (<https://help.artstation.com/s/article/360056656752-Mature-Content-Unsuitable-Content>) (collectively, the “ArtStation Content Guidelines”). To enforce these terms, ArtStation employs both human and automated content moderation systems to screen UGC and respond to User Abuse Reports (as defined below).

2. Content Moderation Practices

Content moderation on ArtStation occurs primarily through (1) pre-publication ‘Mature’ tags selected by the user responsible for uploading Projects to the site; (2) post-publication automated review with additional human oversight; and (3) user abuse reports submitted by end users for violations of ArtStation’s Terms of Service or claimed copyright infringement (“User Abuse Reports”). ArtStation has not, and has no policy to, take broad actions against categories or groups of users that violate the terms of service. All disciplinary actions are taken on an individual basis.

a. User-Enabled Tagging & User Abuse Reports

When uploading Projects, Prings, and/or Products to the site, users are required to flag content that contains elements of obvious nudity or other mature themes with the “Mature Content” tag. UGC that violates the ArtStation Content Guidelines are prohibited and subject to removal, as described below. UGC that has been flagged as “Mature Content” will not be visible to users by default, unless the user registers for an account and disables this setting in their user profile.

ArtStation users are able to file User Abuse Reports in response to all UGC uploaded to ArtStation. All materials subject to User Abuse Reports are assessed through an automated matrix to automatically identify the nature of the UGC at issue, severity level of such content, and to generate notifications to users regarding violations of ArtStation’s terms. Thereafter, such UGC is manually assessed by human moderators in line with ArtStation content moderation policies to determine whether any of ArtStation’s terms have been violated. Final moderation decisions for actioned items flagged through automated means are made by human ArtStation moderators.

b. Human & Automated Content Moderation Systems

ArtStation employs human and automated content moderation systems to maintain the security and safety of its community. The first of such tools, referred to herein as the “Project and Print Detection Tool,” is a third-party software used as a preemptive screening measure used to screen Projects and Prints for content that may require further human review. The Project and Print Detection Tool is only applied to visual artwork Projects and Prints and not text-based content, nor is it applied to any marketplace Products.

ArtStation also employs automated fraud detection software, referred to herein as the “Fraud Detection Tool.” The Fraud Detection Tool does not analyze content; it analyzes user behavior to assess whether users of ArtStation are engaging in fraud. ArtStation maintains internal policies for what constitutes “suspicious” behavior or conduct warranting further investigation. The Fraud Detection Tool is capable of automatically, without human intervention, pausing payouts to users, though this function is not based upon any content that may violate ArtStation’s Terms of Service. Human review is required for user accounts to be suspended or terminated for suspicious behavior; the Fraud Detection Tool is not empowered to punish users beyond suspending payouts.

c. Project & Print Moderation

Project and Print moderation both involve user tags, the Project and Print Detection Tool, and mandatory automated and human moderation. Prior to uploading a Project or Print, users should flag content that contains sensitive material, such as graphic or implied nudity, with the “Mature” content flag. Each Project or Print is additionally reviewed by a human moderator; the Project and Print Detection Tool simply adds flags for priority review. When reviewing a Project or Print, moderators are allowed to: (i) tag the content as “Mature” and, where materials are tagged as “Mature,” such Projects and Prints can only be viewed by users that are logged in and certify they are over eighteen (18) years of age; or (ii) take down the post. For any take down action taken, moderators fill out a form, populated by options in a drop-down list, and such form is communicated to the user detailing the reason behind the enforcement action. Moderators are able, but not required, to provide a narrative justification beyond the pre-written drop-down options. If a Project or Print is subject to a User Abuse Report, moderators will be directed to re-reviewing the Project or Print with any additional context provided by such User Abuse Report.

d. Product Moderation

With respect to content moderation (as opposed to behavior-based moderation), Products are not subject to the Project and Print Detection Tool and are only reviewed by human moderators in response to submitted User Abuse Reports. Moderators are able to take the same actions as in the case with Project moderation, with the same feedback policy.

e. Blog & Comment Moderation

ArtStation allows for users to upload primarily text-based content, such as Blogs or comments in response to uploaded Projects. Blogs and user comments are not subject to the Project and Print Detection Tool or any automatic or mandatory moderation. Instead, like with Product moderation, Blogs and user comments are moderated in response to User Abuse Reports filed by users. Moderators are able to take down such content or punish users by restricting user access, either by restricting their communication capabilities or banning the user account. Moderators typically provide feedback to users explaining the reasoning behind enforcement actions taken in response to reported content.

3. Translations

ArtStation offers limited menu features in Quebec French. Except for the foregoing, ArtStation does not offer any features in any other languages other than English. The ArtStation Terms of Service are available in English.

Sec. 22677 (a)(5)(A) Information on content that was flagged by the social media company as content belonging to any of the categories described in paragraph (3), including all of the following:

(i) The total number of flagged items of content.	Q1 2024		
	Nature of Flagged Items	Type of Content	Quantity
Items flagged by user abuse reports	Direct messages	109	
	Blog posts	13	
	Projects	3,298	
	Public comments	163	
	Challenge	1	
	User reviews	2	
	Products	110	
	Job listings	5	
	Job profiles	3	
	Prints	13	
	User accounts	9	
	Total:	6,899	
Messages marked as “spam” by users	Direct messages	551	
Items flagged by automated moderation tools	User accounts	29,665	
Total Flagged Items:		37,398	
	Q2 2024		
	Nature of Flagged Items	Type of Content	Quantity
Items flagged by user abuse reports	Direct messages	23	
	Blog posts	20	
	Projects	5,024	
	Public comments	49	
	Challenge	0	
	User reviews	9	
	Products	151	
	Job listings	5	
	Job profiles	1	
	Prints	20	
	User accounts	20	
	Total:	13,745	
Items marked as “spam” by users	Direct messages	456	
Items flagged by automated moderation tools	User accounts	41,218	
Total Flagged Items:		55,730	
(ii) The total number of actioned items of content.	Q1 2024		
	Nature of Actioned Items	Type of Content	Quantity
Items marked as “mature” by administrators		3,446	
Items removed	Blog posts	458	

		Projects	6,769
		Public comments	258
		Products	116
		Prints	7
		User accounts	1,097
		Total:	8,637
	Items suppressed	Blog posts	3
		Projects	1,601
		Products	240
		Total:	1,844
	Items formally marked as “spam”	Direct messages	551
	Total Actioned Items:		14,478
	Q2 2024		
	Nature of Actioned Items		Quantity
	Items marked as “mature” by administrators		2,031
	Items removed	Blog posts	245
		Projects	12,157
		Public comments	186
		Products	1
		Prints	2
		User accounts	29,270
		Total:	41,861
	Items suppressed	Projects	4,226
		Products	64
		Print	1
		Total:	4,226
Items formally marked as “spam”	Direct messages	456	
Total Actioned Items:		48,574	
(iii) The total number of actioned items of content that resulted in action taken by the social media company against the user or group of users responsible for the content.	Q1 2024		
	Nature Of Actioned Items		Quantity
	Banned user accounts		1,097
	Comments and messages deleted		1,621
	Store account bans		1,475
	User accounts disabled until account verification		16,607
	Total Actioned Items:		20,800
	Q2 2024		
	Nature of Actioned Items		Quantity
	Banned user accounts		5,518
	Comments and messages deleted		11,867
	Store account bans		1,383
	User accounts disabled until account verification		63,077
	Total Actioned Items:		81,845
	(iv) The total number of actioned items of content that were removed, demonetized, or	Q1 2024	
		Nature of Actioned Items	
Number of removed items*		8,637	
Number of suppressed items		1,844	

deprioritized by the social media company.	*When a user is banned or fails to sufficiently verify their account, associated UGC items with such account are automatically removed. This number does not reflect items removed due to account removal.	
	Q2 2024	
	Nature of Actioned Items	Quantity
	Number of removed items*	41,861
	Number of suppressed items	4,226
	*When a user is banned or fails to sufficiently verify their account, associated UGC items with such account are automatically removed. This number does not reflect items removed due to account removal.	
(v) The number of times actioned items of content were viewed by users.	Q1 2024	
	Nature of Viewed Items	Quantity
	Number of views of suppressed items	779,815
	The number of viewed of removed items was not collected or retained during the Q1 Reporting Period.	
	Q2 2024	
	Nature of Viewed Items	Quantity
	Number of views of suppressed items	927,256
	The number of viewed of removed items was not collected or retained during the Q2 Reporting Period.	
(vi) The number of times actioned items of content were shared, and the number of users that viewed the content before it was actioned.	This data was not collected or retained during the Reporting Period.	
(vii) The number of times users appealed social media company actions taken on that platform and the number of reversals of social media company actions on appeal disaggregated by each type of action.	Q1 2024	
	This data was not collected or retained during the Q1 Reporting Period.	
	Q2 2024	
	Number of Appealed Items	Quantity
	Total Number of Appealed Actions	23
	Total Number of Reversed Actions	13
Sec. 22677 (a)(5)(B) All information required by subparagraph (A) shall be disaggregated into the following categories:		
(i) The category of content, including any relevant categories described in paragraph (3).	This data was not collected or retained during the Reporting Period.	
(ii) The type of content, including, but not limited to, posts, comments, messages, profiles of users, or groups of users.	See the information listed in response to Sec. 22677 (a)(5)(A) above.	
(iii) The type of media of the content, including, but not limited to, text, images, and videos.	See the information listed in response to Sec. 22677 (a)(5)(A) above.	
Q1 2024		

(iv) How the content was flagged, including, but not limited to, flagged by company employees or contractors, flagged by artificial intelligence software, flagged by community moderators, flagged by civil society partners, and flagged by users.	User abuse reports flagged by end users or employees/contractors	7,182
	Conversations marked as “spam” by end users	551
	Events flagged by automated moderation tools	29,665
	Q2 2024	
	User abuse reports flagged by end users or employees/contractors	14,056
	Conversations marked as “spam” by end users	456
(v) How the content was actioned, including, but not limited to, actioned by company employees or contractors, actioned by artificial intelligence software, actioned by community moderators, actioned by civil society partners, and actioned by users.	Events flagged by automated moderation tools	41,218
	Q1 2024	
	Items actioned by contractors/employees	Quantity
	Items removed by moderators	4,388
	“Mature” projects actioned by moderators	3,446
	Suppressed items actioned by moderators	1,844
	Items actioned by automated moderation tools	Quantity
	End user account bans	273
	End user accounts disabled until verification	16,607
	End user messages and comments deleted	1,695
	Q2 2024	
	Items actioned by contractors/employees	Quantity
	Items removed by moderators	36,649
	“Mature” projects actioned by moderators	2,031
	Suppressed items actioned by moderators	4,226
	Items actioned by automated moderation tools	Quantity
End user account bans	4,913	
End user accounts disabled until verification	36,305	
End user messages and comments deleted	0	

Exhibit A

ArtStation Terms of Service

The following document outlines the terms of use of the ArtStation website.

Please also review our [Privacy policy](#).

Before using any ArtStation services, you must read, understand and agree to these terms. The column on the right provides a short explanation of the terms of use and is not legally binding.

The web pages available at artstation.com and linked pages (“Artstation” or the “Site”) is accessed by you (“you” or the “Member”) under the Terms of Use described below (this “Agreement”).

If your primary residence (or primary place of business, if you are a legal entity like a corporation or an academic institution) is in the United States of America, your agreement is with Epic Games, Inc. If it is not in the United States of America, your agreement is with Epic Games Commerce GmbH. In this Agreement, the terms “we” or “us” or “Epic” refer to either Epic Games, Inc. or Epic Games Commerce GmbH, depending on the location of your primary residence or primary place of business.

Please read these terms carefully before using the services. By accessing the site, viewing any content or using any services available on the site (as each is defined below) you are agreeing to be bound by these terms, governs our relationship with you in relation to the site. If you disagree with any part of the terms, please do not access the site.

Agreement

For good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties hereby agree as follows:

Basically...

By using ArtStation, you're agreeing to these terms.

1. Membership

You do not have to be a member of the Site to enjoy some of the features of the Site. In particular, the Site users who are not members may view some of the content on the Site as long as they comply with our standards of conduct. However, members receive additional benefits (and different levels of members may receive different benefits), subject to our standards of conduct from time-to-time. We may change the benefits, features and levels of membership from time-to-time by sending you an email or by posting the changes on the Site. Our provision of the above benefits to you, including ArtStation Learning (defined in section 9), the Marketplace (defined in section 10(a)), and all other services we provide on the Site, are collectively the “Services”. Epic may use third parties to provide some or all of the Services. The Services may be provided using servers and other equipment located in any country including Canada, the United States and elsewhere.

2. Eligibility

By registering as a member you represent and warrant to us that:

- (a) you are an individual who can form a legally binding contract at law; and
- (b) you are at least 18 years old, and of the age of majority in the jurisdiction from which you access the Site.

3. Minors

Minors are not allowed to use ArtStation.

Basically...

You must be at least 18 to use ArtStation.

4. Account, User Name and Password

(a) You must select a unique user name for your account. You must not use a user name that is, in our sole discretion, vulgar, offensive, defamatory, obscene, hateful or otherwise unlawful or objectionable. We may modify user names as we see fit.

(b) You must keep your password secure and confidential.

(c) You are solely responsible and liable for all activity conducted through your account. If you become aware of or reasonably suspect any security breach, including any loss, theft or unauthorized disclosure or use of your password, you must immediately report the actual or suspected security breach to us by contacting us.

(d) All information you provide to us must be true, complete and current, and you must update this information as necessary to keep it true, complete and current.

Basically...

Don't use an offensive username. Keep your login details secure.

5. Access and Use of Services

You may only access the Services through the interface provided on the Site. Also, you may only use the Services for your own purposes, and you must not resell, transfer or otherwise provide any of the Services to any third party.

Basically...

You can't use ArtStation to sell the service to someone else.

6. Payment

Many portions of the Site are free to use. However, if you wish to use any of the premium services or wish to purchase any products available on the Site, you agree to pay Epic the prices posted on the Site for those products and services, plus all applicable taxes, and you will make those payments on the dates set out on the Site. Payments must be made in advance. Epic may change the fees from time-to-time.

7. Payment Options

You may pay Epic through the payment options made available on the Site. You must comply with the terms of all agreements between you and any third-party payment processors, and if you have any disputes regarding the processing of your payment you must deal directly with those third parties to resolve the disputes. If Epic allows you to pay Epic directly via credit card, then you authorize Epic to charge all amounts to the credit card number you provide to Epic. If your credit card payment is rejected or refused you will immediately pay Epic the amount due and provide Epic with an alternative credit card number for future payments. You represent

and warrant to Epic that each credit card you use for payment to Epic either belongs to you, and you have the right to charge all such payments on the credit card(s).

8. Interest

You will pay Epic simple interest on all overdue amounts at a rate of 18% per year, calculated from the date payment was due until the date payment (including accrued interest thereon) is made in full.

Basically...

If you want paid services, e.g. the Pro account, you'll have to pay for it.

9. ArtStation Learning

a. Overview

ArtStation Learning (“ArtStation Learning”) is an optional Service that allows eligible members to access and stream instructional and tutorial video content from the Site (“Learning Content”) and download and use certain digital resources (“Learning Resources”) (for example, digital assets, example files, 3D models, brushes) made available from time to time.

b. Learning Content

From time to time, and subject to any terms and restrictions we may impose, we may make some Learning Content available for temporary download and offline viewing on certain supported computers and devices. The Learning Content is or may be protected by digital rights management or other technological protection measures. All Learning Content is ArtStation Property subject to section 16 (Ownership), section 24 (Use of the Services) and the remainder of these Terms.

c. Learning Resources

All Learning Resources are Epic Property subject to section 16 (Ownership), section 24 (Use of the Services) and the remainder of these Terms. If you are an eligible member, Epic hereby grants you a limited, personal, non-exclusive, non-transferable and royalty-free license to download, install, copy and use Learning Resources for your personal use only, subject to the following restrictions. You may not:

- (i) make any copy of the Learning Resources except for archival or backup purposes;
- (ii) circumvent or disable any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in or as part of any Learning Resource;
- (iii) hack, reverse engineer, decompile, disassemble, modify or create derivative works of any (or any party of any) Learning Resource;
- (iv) publish, sell distribute or otherwise make any Learning Resources available to others to use, download or copy;
- (v) transfer or sub-license the Learning Resources or any rights in the Learning Resources to any third party, whether voluntarily or by operation of law;
- (vi) use the Learning Resources for any purpose that may be defamatory, threatening, abusive, harmful or invasive of anyone’s privacy, or that may otherwise violate any law or give rise to civil or other liability;
- (vii) misrepresent yourself as the creator or owner of the Learning Resources;
- (viii) remove or modify any proprietary notice, symbol or label in or on the Learning Resources;

(ix) directly or indirectly assist, facilitate or encourage any third party to carry on any activity prohibited by this section 9(c).

For clarity, even if your employer pays for your subscription you may not make Learning Resources available on a shared server or hard drive for access and use by other of your employer's personnel.

Basically...

If you're using ArtStation Learning, you cannot pirate the content. You cannot copy and redistribute the content. If a course has downloadable files, you can use it for your own projects, but you cannot redistribute it to others in any way, shape or form, including copying it to a shared server/drive.

10. ArtStation Marketplace for Content Providers

a. Overview

ArtStation Marketplace (the "Marketplace") is a Service that allows you to commercialize some of Your Content (defined in section 15) through the Site. There are two types of products that are now, or may in the future be, available for sale through the Marketplace, i.e.: Digital Products and Hard Products. All of Your Content, whether it is a Digital Product, Hard Product, a description of a Digital Product or Hard Product, or otherwise, must comply with these Terms, Epic reserves the right to remove any of Your Content that Epic determines in its sole discretion does not comply with these Terms. You grant Epic rights in Your Content as set out in section 16 below.

b. Digital Products

Digital Products are products such as tutorials, software tools, stock assets and other electronic products that you upload to the Site and make available through the Marketplace. If you opt to allow any of Your Content to be commercialized as Digital Products, then you agree as follows:

(i) You must set a price for each of your Digital Products. You hereby authorize us to license copies of those products at that price, plus applicable taxes.

(ii) You must specify the license terms that apply to each Digital Product you make available through the Marketplace. You will have the option of specifying one of our standard license terms or providing your own license terms. If you provide your own license terms, we will have the right to review, approve, or disapprove those terms at our discretion at any time. We do not represent or warrant that any documentation or information we provide complies with any jurisdiction's laws, and you should obtain advice from a qualified professional before preparing or implementing any terms. You acknowledge and agree that the license terms are between you and the purchaser, and that we do not have any obligation to enforce those terms or to attempt to resolve any dispute between you and a purchaser.

(iii) After we have completed a transaction in connection with any of your Digital Products, we will make the Digital Products available to the purchaser according to the applicable license terms you have specified (subject to Section 10(b)(ii)). You hereby grant us a royalty-free, perpetual, world-wide license to do so. You must not include anything in the Digital Products that reduces or eliminates the applicable license granted to the customer.

(iv) After we have received payment for a transaction in connection with any of your Digital Products, we will deposit you a percentage of the price (excluding taxes) we received as set out in fee schedule, less any transaction fees listed in that fee schedule, into your Marketplace account. You may redeem amounts from your Marketplace account as described in section 10e) below. We will retain the remainder as our commission for the transaction. We may change the fee schedule from time-to-time by posting the changes on the Site for at least 30 days.

(v) If a customer advises us that there is a material error in any of your Digital Products, or that they do not substantially conform with the description you provided for them, or there is some other material issue

with your Digital Products then: (i) you will promptly remedy that error, description or issue at our request, (ii) we may refund the customer, in which case at our option you will either repay us the refunded amount or we will deduct the refunded amount from any future payment we make to you, and (iii) we may suspend or prohibit future sales of Your Content.

c. Hard Products

Hard Products are print-on-demand products that we may offer from time to time, such as art prints, apparel and other merchandise, onto which is printed Your Content that you have uploaded to the Site and made available through the Marketplace. If you opt to allow any of Your Content to be used to produce any Hard Products, then you agree as follows:

(i) You must set a mark-up for each Hard Product we sell which bears that content. This mark-up will be added to the price we charge for the product. You hereby authorize us to sell those Hard Products bearing that content at those prices plus applicable taxes.

(ii) After we have completed a transaction in connection with any Hard Product bearing Your Content, we or our suppliers will complete the manufacturing process by printing Your Content on the product. You hereby grant us and our suppliers a royalty-free, perpetual, worldwide license to do so, and to modify Your Content as necessary or desirable to apply it to the product.

(iii) You acknowledge that the appearance of Your Content on the products may vary in colour, quality and appearance depending on the Hard Product. You can select which types of Hard Products may be sold with Your Content; however, you will not have the opportunity to pre-approve the appearance of Your Content on those products before they are manufactured and shipped to customers.

(iv) After we have received payment for a sale in connection with any Hard Product bearing Your Content, we will deposit into your Marketplace account the mark-up you selected for that product, less any transaction fees listed in our fee schedule. You may redeem amounts from your Marketplace account as described in section 10(e) below. We will retain the remainder as our commission for the sale. We may change the above fee schedule from time-to-time by posting the changes on the Site for at least 30 days.

d. Both Products

(i) You must provide a description for each item of Your Content that you upload to the Site and make available for purchase through the Marketplace. That description must comply with these Terms. You hereby represent and warrant that all such descriptions are and will be accurate, complete, and not misleading, and do not and will not infringe or misappropriate any third-party rights.

(ii) All of your representations, warranties and indemnities relating to Your Content generally, also apply specifically to Your Content in the Marketplace. In addition, you represent and warrant that you have all necessary rights to allow Your Content to be displayed, commercialized and used as described above. You are solely responsible and liable for Your Content, and you indemnify Epic regarding Your Content as set out in section 40.

(iii) We will not be responsible for anything a customer or a third party does with Your Content, including in connection with a Digital Product or a Hard Product. We have no obligation to enforce the license terms that apply to any content you sell through the Marketplace, or enforcing your rights in or to Your Content. If you believe a customer or third party has violated any of your rights with respect to any product, it will be your sole responsibility to address that violation on your own, at your sole expense. Please refer to section 23 below if you believe that another user has posted content that infringes your rights.

(iv) If any purchaser is not satisfied with a purchased Digital Product or Hard Product for any reason, we reserve the right to refund the purchaser, in which case at our option we will deduct the refunded amount from your Marketplace account balance. If your Marketplace account balance does not have enough money to cover the refund, the balance can go into negative and the amounts owed can be paid against future

sales, or we may request that you repay us the amounts owing (and you will promptly pay those amounts if we so request).

(v) You will comply with any other rules or policies we post on the site from time-to-time regarding the Marketplace.

e. Account Balance and Redemption

(i) Upon receiving payment from a purchase of your Digital Product or Hard Product, we will deposit your portion of the payment into your Marketplace account.

(ii) Provided that the balance of your Marketplace account exceeds the applicable threshold set out in our fee schedule, that balance will be automatically redeemed on a weekly basis.

(iii) Balances that you redeem will be paid to the bank account you designate on the Site. A deposit initiated by a balance redemption will not reach your bank account immediately.

(iv) If we have provided a refund to a purchaser of your Digital Product or Hard Product we will deduct the refunded amount from your Marketplace account balance.

(v) You acknowledge and agree that additional third-party fees may apply to and be deducted from the amounts you redeem from your Marketplace account balance, and that Epic is not responsible for and has no control over such fees. For example, your bank may impose wire transfer or similar fees or currency conversion fees.

(vi) Epic is not responsible for lost payments. You are solely responsible for ensuring we have all required account numbers and information to make those payments.

f. Currency Conversion

Epic will calculate and render a converted exchange rate in United States dollars, regardless of the currency in which you listed the price of your Digital Product or Hard Product. All transactions through the Marketplace, regardless of type of content or listed currency, will settle in United States dollars. Your Marketplace account balance will be denominated and redeemable only in United States dollars. Epic cannot guarantee the accuracy of displayed exchange rates because market rates can fluctuate. We recommend that you confirm current exchange rates before engaging in Marketplace transactions.

g. Taxes

You are solely responsible and liable for imposing, collecting, reporting and remitting to the relevant authorities, in a timely and proper manner, all applicable sales, use, value-added, property, excise, import, foreign, withhold and other taxes, duties, charges, levies, fees, excises, tariffs, and assessments of any nature whatsoever imposed, arising from, connect with and relating to your sales through the Marketplace and the payments you receive for those sales. Epic does not and will not provide any advice regarding your tax obligations. If you are uncertain about your tax obligations you should obtain advice from a professional tax advisor or your local tax office.

Basically...

If you are selling stuff on ArtStation via our Store / Marketplace features, this applies to you.

11. ArtStation Marketplace for Content Acquirers

a. Overview

The Marketplace is a Service that allows you to purchase products from other content providers through the Site. There are two types of products that are now, or may in the future be, available for purchase through the Marketplace, i.e.: Digital Products and Hard Products.

b. Digital Products

Digital Products are products such as videos, software tools, stock assets and other electronic products. After you have completed a transaction for a Digital Product, we will make a copy of the product available to you according to the license terms specified by the Digital Product's provider. You must not distribute the product, allow any third party to use or access the product, or otherwise use, reproduce or exploit the product in any way that is not permitted by the applicable license terms. You acknowledge and agree that those license terms (and any dispute under them) are between you and the provider and that we are not a party to them and that we do not have any obligation to attempt to resolve any dispute between you and the provider. You also acknowledge and agree that we are a third-party beneficiary of those license terms and therefore will be entitled to directly enforce and rely upon any provision in those terms that confers a benefit on, or rights in favour of, us.

c. Hard Products

Hard Products are print-on-demand products such as art prints, apparel and other merchandise onto which the applicable content is printed. After you have completed a transaction for a Hard Product, we or our suppliers will complete the manufacturing process and ship the product to you when it is ready. We will endeavour to ship the product within any estimates provided on the Site, but we will not be responsible for late deliveries. Title and risk of loss for the products will pass to you upon receipt of the product by the carrier. We can split orders into two or more shipments at our discretion and expense.

d. Both Products

- (i) You must pay us the price listed on the Site for the products, plus all applicable taxes, and (for Hard Products) applicable shipping and handling.
- (ii) Our Refunds and Returns policies (as amended from time-to-time) set out our obligations and your rights regarding refunds and returns.
- (iii) The content used to create Digital Products and Hard Products is provided by other users of the Site. We did not create it, we do not preview it, and we have no control over it. In short, we are not responsible for it or for any shortcomings in it, including any intellectual property infringement or other legal issues caused by it. Subject to our Refunds and Returns policies referred to above, your acquisition of Digital Products and Hard Products is at your sole risk.
- (iv) For certainty, all other portions of these Terms, including the disclaimers and limitations of liability, also apply specifically to the Digital Products, Hard Products and the Marketplace. You will also comply with any other rules or policies we post on the site from time-to-time regarding the Marketplace.

Basically...

If you buy stuff from the ArtStation Marketplace, this applies to you.

12. Marketplace Reviews

Site users may be able to post reviews, ratings and comments on different parts of the Site. Those reviews, ratings and comments form part of Your Content and are governed by section 15 and other sections in these Terms. In addition:

- (a) If you are a content provider, you must not post any reviews or ratings for Your Content, or cause or encourage any third party who is not a legitimate purchaser of your Digital Products or Hard Products, to post a review for Your Content.
- (b) If you are a content acquirer, you may only post reviews or ratings for Digital Products or Hard Products you have purchased. All such reviews and ratings must be accurate, unbiased, fair, and lawful, and based on your firsthand experiences.

13. Rules

Whenever you access, use or otherwise deal with the Services, you must comply with all:

- (a) applicable laws;
- (b) acceptable-use policies and other policies implemented by Epic with respect to the Site or the Services from time-to-time, as posted on ArtStation’s website; and
- (c) other rules and policies or procedures that Epic communicates to you from time-to-time.

Basically...

You agree to any rules about acceptable behavior on ArtStation. Be nice and respectful to people and you'll be fine.

14. Privacy

Without limiting anything in this Agreement, you must comply with all applicable privacy laws and must not collect, use, retain or disclose any third party’s personal information without their consent unless otherwise permitted by law to do so.

15. Your Privacy and Communications Consent

For information about how we collect, use, share and otherwise process information about you, please see our [Privacy Policy](#).

16. Ownership

As between you and Epic, you will retain ownership of all original text, images, videos, messages, comments, ratings, reviews and other original content you provide on or through the Site, including Digital Products and descriptions of your Digital Products and Hard Products (collectively, “Your Content”), and all intellectual property rights in Your Content.

As between you and Epic, Epic or third parties solely own the following (the “ArtStation Property”):

- (a) all other content on the Site or provided through the Services, including all Learning Content, all Learning Resources, and all text, photos, videos, templates, and other content provided by Epic (collectively, the “ArtStation Content”) and all intellectual property rights in the ArtStation Content; and
- (b) all tools, hardware and software used to provide the Services (collectively, the “ArtStation Tools”);
- (c) the graphical design of the Site, the Site user interface and the look and feel of the Site and the Site user interface; and
- (d) the names, logos and trade-marks of Epic and on the Site (including third parties’ marks) and ArtStation.

You must not copy, modify, distribute, use, exploit or make derivative works from any of the ArtStation Property except as explicitly permitted by Epic.

Basically...

Whatever original content you post on ArtStation belongs to you. We don't claim any ownership over your stuff. All the other stuff (the ArtStation UI, etc.) is ours.

17. License regarding Your Content

a. License to Provide and Improve the Services

Your Content may be shared with third parties, for example, on social media sites to promote Your Content on the Site, and may be available for purchase through the Marketplace. You hereby grant a worldwide, non-exclusive, royalty-free, fully paid-up, perpetual, irrevocable, sub-licensable (through multiple tiers) right and license to Epic to use, reproduce, publicly display, adapt, modify, reformat, and distribute Your Content, and to use the name that you provide in association with Your Content, as necessary to provide, improve and promote the Services.

b. License for Safety and Discovery Tools

We use automation to moderate content and improve discovery. This helps us provide a safe and trustworthy service, enforce our rules and make it as easy as possible for you to discover the quality content that you are looking for. Epic uses Your Content to improve (1) our internal safety tools to ensure all of our products and services comply with our Content Guidelines and Epic Community Rules and (2) our search and recommendation tools to improve users' ability to discover content across all of our products and services ((1) and (2), collectively, "Safety and Discovery Tools").

You additionally grant a royalty-free, perpetual, world-wide, fully sub-licensable (through multiple tiers) license to Epic limited to using, copying, editing, modifying, inputting, and integrating Your Content into and in connection with the development and testing of Epic's Safety and Discovery Tools (together with the above license, the "Licenses").

For more information about the technologies we use in our Safety and Discovery Tools, please see Section 46(c) below.

18. Moral Rights

Epic and our service providers, members, users and licensees may use, copy, display and transmit your user name in connection with any or all of Your Content if Epic or the service providers, members, users or licensees wish to do so.

Basically...

You're allowing us to use your artwork and name for things connected with ArtStation, like helping us improve our systems to moderate certain content. We use Safety and Discovery Tools on ArtStation and Epic's other products and services to make sure the content we host and users interactions follow our Content Guidelines and Community Rules. In addition, we analyze your content to improve search and recommendations. Also, if we want to post your artwork on social media to promote you, we're allowed to do that, but we won't sell your artwork.

19. Representations regarding Your Content.

You represent and warrant to Epic that:

- (a) you have sufficient rights to grant the Licenses to Your Content;
- (b) the use, communication, sharing, display, copying, reformatting and distribution of Your Content as permitted by the Licenses will not infringe or violate the rights of any third party; and
- (c) where Your Content is sold as a Digital Product on the Marketplace and is created using Generative AI Programs, you have applied the "CreatedWithAI" tag.

Basically...

When you post stuff to ArtStation, make sure that you own it or that you have permission to post it.

20. Content Disclaimer.

Epic does not endorse any of the content on the Site. Epic will not be responsible or liable for content that is generated by the Site users.

21. Monitoring and Disclosure.

Epic cannot monitor everything on the Site and does not normally monitor your use of the Services; however, Epic and our representatives may do so. We reserve the right (but have no obligation) to remove, delete, edit or reclassify content that we determine, in our sole discretion, is objectionable for any reason. We will not have any liability for any failure to remove, or delay in removing, any content. We may disclose any information that is necessary to satisfy any law, regulation or lawful request or as necessary to operate the Services or to protect the rights or property of itself or others that are directly related to providing the Services. If you notice any inappropriate content on the Site, please contact us.

Basically...

We're not legally responsible for stuff posted on ArtStation. We can't monitor everything. You can report abuse to us and we'll do our best to deal with it.

22. Other rules regarding Your Content.

You are responsible for keeping back-up copies of all of Your Content; Epic will not be liable for any loss or damage to any of Your Content. Epic may impose limits on the quantity and size of Your Content stored on our servers, and the duration Your Content is stored on our servers, and may charge you fees for exceeding those limits.

Basically...

Back up your work!

23. Infringement Claims

If you believe that any content that another user posts on the Site infringes your rights, you may send us a notice. Please follow the instructions at www.artstation.com/dmca.

24. Use of the Services

You must not:

- (a) reverse engineer, de-compile, hack, disable, disrupt, interfere with, disassemble, copy, decrypt, reassemble, supplement, translate, adapt or enhance any of the ArtStation Property or the Services;
- (b) create a link, name or label, or otherwise upload to or transmit from the Site or the Services any content, link or anything else that (if reproduced, published, transmitted or used) may:
 1. be defamatory, threatening, abusive, harassing, hateful, obscene, pornographic, harmful or invasive of anyone's privacy, or excessively violent,
 2. violate any law including intellectual property, privacy or other laws;

3. impersonate any person;
 4. give rise to civil or other liability; or
 5. relate to illegal drugs, weapons, gambling or other illegal activities;
- (c) upload to or transmit from the Site or the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful component;
- (d) use the Site or the Services to do or attempt to do any of the following without Epic's prior written permission:
1. send spam or other bulk messages;
 2. gain unauthorized access to any data, network or system;
 3. conduct or promote any commercial activity;
 4. gamble, including through the use of the Site credits;
 5. monitor data or traffic on any network or system;
 6. obtain an email address, user name or other information about a third party without their consent;
 7. use any misleading, false or deceptive TCP/IP header information in any email or posting;
 8. conduct or instigate any denial of service attack against the ArtStation website or network, any other Epic website or network, or any third party's website or network; or
 9. except where explicitly allowed by this Agreement, collect, aggregate, mine, scrape, or otherwise use any content uploaded to the Site for the purposes of publishing, selling, distributing or otherwise making the content available to others to use, download or copy;
 10. collect, aggregate, mine, scrape or otherwise use NoAI Content (i) in datasets utilized by Generative AI Programs; (ii) in the development of Generative AI Programs; or (iii) as inputs to Generative AI Programs.
- (e) improperly make complaints or false reports on the Site;
- (f) artificially inflate or alter ratings, views or statistics on the Site;
- (g) falsify any data or information available on the Site;
- (h) delete or modify any copyright or other intellectual property notices on the Site;
- (i) sell or transfer your Site account, or allow any third party to access or use it;
- (j) avoid, circumvent, or disable any access control technology, security device, procedure, protocol, or technological protection mechanism that may be included or established in or as part of any of the Site or the Services or any hardware/software used to provide the Site or the Services, or third party hardware/software or services;
- (k) interfere with the Services or any third party's use of the Site or the Services;
- (l) resell any of Epic's services or allow any third party to use or access the Site or the Services without Epic's prior written consent
- (m) authorize or encourage any third party to do any of the above; or
- (n) access or exploit the Site, the Services, and/or access, exploit, collect, aggregate, mine, scrape, or otherwise use any content except as expressly permitted by this Agreement.

Basically...

Behave in a responsible way. Don't try to hack us or spam users.

25. Remedies

In addition to any other available remedies, upon breach of any of your obligations under this Agreement Epic may suspend or terminate the Services and your the Site account.

Basically...

If we find that someone is trying to hack or mess with ArtStation, we're allowed to prevent that person from accessing it.

26. Terms of Other Services

If you use any other service or software provided by or through ArtStation or the Services, you must comply with all terms and conditions that are imposed upon your use of that service or software.

27. Advertising

Some of the Services may contain advertisements and promotions which may be targeted to you based on your use of the Site and the Services. The format, type and content of the advertising and promotions may change from time to time. You must exercise caution when purchasing goods or services from any third party advertiser or brand that may be promoted on or linked to the Site.

28. Member Responsibilities

You are solely responsible for obtaining all computer equipment and connections required to access and use the Services. Epic will not be responsible for the workings or failures of your computer equipment, network, software or Internet access.

Basically...

You're responsible for your own computer and hardware. ArtStation shouldn't cause your hardware to fail. And in the ridiculously unlikely event that it does, we're not responsible for it.

29. Interruptions/Errors

Your use of the Site and the Services might be interrupted and will not be free of errors. Some of the content on the Site might be translated, and those translations may not be accurate or appropriate. The Services may be unavailable from time-to-time due to routine maintenance, upgrades, hardware/software malfunctions, repairs, power outages, hackers, denial of service attacks and unforeseeably large service demands.

Basically...

A lot of different things can go wrong.

30. Modifications

From time to time, Epic may add new features to the Site and the Services, remove existing features from the Site and the Services, or otherwise modify the Site and the Services (including their functionality, “look-and-feel”, universal resource locators and software components).

Basically...

We're allowed to change ArtStation as needed.

31. Inactive and Abandoned Accounts

If you do not log into your account for any period of at least 365 consecutive calendar days, your account may be deemed “Inactive”. We may, in our sole discretion, suspend or terminate your account and membership if it becomes inactive.

32. Termination

Without prejudice to any of our rights at law or equity, Epic may terminate your access to the Site and the Services with no prior notice if you fail to make a payment to Epic as and when required, or if you fail to comply with any obligation in this Agreement, or if any of your representations or warranties is or becomes untrue. Epic may also terminate or suspend any or all of the Services at any time without prior notice.

33. Termination by you

You may terminate your Site account at any time. Termination of your account is your only remedy with respect to any dispute with the Site, including disputes relating to

- (a) this agreement or our enforcement of it;
- (b) the Site, the ArtStation Content, the ArtStation Tools or the Services; and
- (c) the amount, type or payment of fees in connection with the Site or the Services.

34. Effect of Termination

Upon termination of your account or this agreement:

- (a) you will immediately cease all use of the Site, the ArtStation Content, the ArtStation Tools and the Services;
- (b) you will have no further access to your account or anything associated with it;
- (c) you will not receive any refunds for fees you paid under this Agreement;
- (d) any unused or remaining time, credits, points or in your account at the date of termination will be permanently forfeited and revoked from you, and you will not receive any refund or credit for any of them;
- (e) you will immediately pay Epic all amounts owing under this Agreement;
- (f) Epic may (but is not required to) delete some or all of Your Content from the Site and from your account within 60 days after termination;
- (g) the License will continue in full force and effect for all of Your Content, including content the Site deletes; and
- (h) sections 9, 10(b)(ii), 10(b)(v), 10(c)(ii), 11 - 22 and 38 - 46 will survive termination.

Basically...

If you don't use ArtStation for a really long time, we can remove your account. If you don't pay us, we can remove your account. You can also terminate the account yourself.

35. Contests

We may provide contests on the Site. If we do, they will be governed by rules we impose upon contestants. If you participate in a contest, you must comply with the rules of that contest. If there is a conflict between this agreement and the rules of a contest, the rules of the contest will govern with respect to that contest.

Basically...

If we run contests, the rules specific to the contest will govern, not these rules.

36. Links from the Site

The sites that are linked from the Site are not under our control, and we do not assume any responsibility or liability for any communications or materials available at those linked sites, or personal information collected about you from those sites. You may be charged fees to access or use the linked sites; these fees are not covered by any fees you pay to Epic. All links are provided for your convenience only; they are not an endorsement or referral by us.

Basically...

Stuff that is linked from ArtStation is out of our control.

37. Links to the Site

You must not link to the Site or any content on the Site except as explicitly permitted by this section or our policies. Your permission to link to the Site is expressly conditioned upon your compliance with the following restrictions:

- (a) the link must comply with the Site's other policies regarding content;
- (b) the link and surrounding materials must not deliver any the Site content in a framed environment, or alter the layout, content, look, or feel of the Site content;
- (c) the link and surrounding materials must not imply affiliation or falsely represent any relationship between the linking site and the Site; and
- (d) the link and surrounding materials must not portray the Site or its services in a false, misleading, derogatory, defamatory or otherwise offensive manner.

Basically...

You can link to ArtStation, but please don't post false or misleading information.

38. Disclaimer

THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". EPIC DISCLAIMS ALL TERMS, CONDITIONS, GUARANTEES, REPRESENTATIONS AND WARRANTIES (EXPRESS, IMPLIED, STATUTORY AND OTHERWISE), IN RESPECT OF THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS AND THE SERVICES, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

39. Limitation of Liability

YOU USE THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS AND THE SERVICES AT YOUR OWN RISK. EPIC WILL NOT BE LIABLE FOR ANY LOSS IN CONNECTION TO THE USE OF, OR INABILITY TO USE, THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS AND THE SERVICES, INCLUDING ANY LOSS TO YOUR CONTENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND WITHOUT LIMITING THE PREVIOUS SENTENCE, EPIC WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOST PROFITS WHATSOEVER IN CONNECTION WITH THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS OR THE SERVICES.

40. Maximum Liability

IF, DESPITE THE ABOVE LIMITATIONS, EPIC BECOMES LIABLE TO YOU IN RESPECT OF THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS OR THE SERVICES, OR A COMBINATION OF THE FOREGOING, THAT LIABILITY WILL BE LIMITED TO USD \$500.

41. Indemnity

YOU WILL INDEMNIFY EPIC AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, LICENSORS AND LICENSEES (COLLECTIVELY, THE "INDEMNITEES") AND HOLD THE INDEMNITIES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES, LIABILITIES, COSTS, EXPENSES AND LEGAL FEES THAT ANY OF THEM MAY INCUR IN CONNECTION WITH:

- (A) YOUR CONTENT, INCLUDING CLAIMS THAT YOUR CONTENT OR THE EXPLOITATION OF IT AS PERMITTED BY THIS AGREEMENT INFRINGES OR VIOLATES THE RIGHTS OF ANY THIRD PARTY;
- (B) YOUR USE OF THE SITE, THE ARTSTATION CONTENT, THE ARTSTATION TOOLS OR THE SERVICES; OR
- (C) THE UNTRUTHFULNESS OR INACCURACY OF ANY OF YOUR REPRESENTATIONS OR WARRANTIES TO US; OR
- (D) YOUR BREACH OF ANY OBLIGATION, REPRESENTATION OR WARRANTY IN THIS AGREEMENT.

Basically...

We're providing ArtStation to you as it is. If there's anything wrong with it, we're gonna do our best to fix it, but we can't be held legally responsible or liable.

42. Modifications to this Agreement

From time to time in our sole discretion Epic may modify the terms of this Agreement by posting the modifications on the Site. You will be bound by the modified terms after the modified terms have been emailed to you or have been posted on the Site for 30 days.

Basically...

We can change this agreement.

43. Governing law

Any dispute or claim by you arising out of or related to this Agreement will be governed by North Carolina law, exclusive of its choice of law rules. For any disputes deemed not subject to binding individual arbitration, as provided in the section immediately below, you and Epic agree to submit to the exclusive jurisdiction of the Superior Court of Wake County, North Carolina, or, if federal court jurisdiction exists, the United States District Court for the Eastern District of North Carolina. You and Epic agree to waive any jurisdictional, venue, or inconvenient forum objections to such courts (without affecting either party's rights to remove a case to federal court if permissible), as well as any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to this Agreement. This paragraph will be interpreted as broadly as applicable law permits.

44. Disputes with other users

You are solely responsible for resolving any disputes you may have with other Site users. Epic may, but is not obligated to, assist you with this. Epic will have no liability whatsoever to you in connection with any such dispute, regardless of whether or not Epic assists you with that dispute.

Basically...

If you have a disagreement with another user on ArtStation, please figure it out with them and don't drag us into it.

45. General

No delay or failure to act by Epic regarding any default will impair any of our rights or remedies that are not expressly waived in writing. This Agreement supersedes all prior agreements of the parties regarding the Site and the Services, and constitutes the whole agreement with respect to the Site and the Services. You must not assign or sublicense this Agreement or any of your rights under this Agreement without our prior written consent, which may be withheld without cause. Epic may assign or sublicense this Agreement and any or all of our rights and obligations under it in our sole discretion. This Agreement will enure to the benefit of and be binding upon the parties and their lawful successors and permitted assigns. Epic will not be liable for any delay or damage caused as a result of any event beyond its reasonable control; any delay caused by any such event will not be deemed to be a breach of or failure to perform this Agreement.

46. Artificial Intelligence

(a) Identifying where Your Content should not be used with Generative AI Programs

We care about protecting artists and providing the tools to protect their art. You are able to tag your projects containing Your Content with “NoAI” if you would like Your Content to be prohibited from use (a) in datasets utilized by Generative AI Programs, (b) in the development of Generative AI Programs, or (c) as inputs to Generative AI Programs. This tag will not be applied to your projects or Your Content by default; you must actively designate your projects containing Your Content for the “NoAI” tag to apply. Any content uploaded to the Site that has been tagged, labeled, or otherwise marked “NoAI” via the functionality provided by the platform will be known as “NoAI Content.”

For purposes of this Agreement, “Generative AI Programs” means artificial intelligence, machine learning, deep learning, neural networks, or similar technologies designed to automate the generation of or aid in the creation of new content, including but not limited to audio, visual, or text-based content. You shall not collect, aggregate, mine, scrape, or otherwise use NoAI Content (a) in datasets utilized by Generative AI Programs; (b) in the development of Generative AI Programs; or (c) as inputs to Generative AI Programs.

Epic agrees, whether or not Your Content is NoAI Content, not to use any of Your Content or to license any of Your Content to third parties for use (a) in datasets utilized by Generative AI Programs, (b) in the development of Generative AI Programs, or (c) as inputs to Generative AI Programs.

(b) Identifying where Your Content is created with Generative AI Programs.

Where Your Content is sold as a Digital Product in the Marketplace and is created using Generative AI Programs, you must tag Your Content using the “CreatedWithAI” tag. Where Your Content is not being sold as a Digital Product in the Marketplace and is created using Generative AI Programs, we recommend using the “CreatedWithAI” tag. Any content uploaded to the Site that has been tagged, labeled, or otherwise marked “CreatedWithAI” via the functionality provided by the platform will be known as “CreatedWithAI Content.” Epic will not apply the “CreatedWithAI” tag to Your Content; you are solely responsible for complying with the requirement to tag your Digital Products in the Marketplace.

Under this Agreement, Your Content is considered to be created using Generative AI Programs where a material portion of Your Content is generated with Generative AI Programs, whether characters, backgrounds, or other material elements. Your Content is not considered to be created using Generative AI Programs merely for use of features that solely operate on Your Content (e.g., content-aware fill) or that don't introduce material Generative AI elements into your work (e.g. AI based image upscaling).

(c) How We use AI in our Safety and Discovery Tools

Epic uses artificial intelligence and machine learning technologies in our Safety and Discovery Tools to make sure our Services and Epic’s other products and services comply with our [Content Guidelines](#) and [Community Rules](#) and to improve our search and recommendations We use Your Content to improve how our Safety and Discovery Tools operate. These tools perform a wide range of safety workloads, like identifying dangerous and illegal content, fraud, spam, unauthorized automation, fake accounts, and content, users or interactions which might break our rules. In addition to safety, we may further classify your content to provide services like search, recommendations and content discovery.

As noted above in Section 46(a), Epic does not use Your Content and does not license Your Content to third parties for use in datasets for, training of, or as inputs to Generative AI Programs.

Basically...

Epic may use your art to improve our Safety and Discovery Tools, but we won't use or license your content for use in, or to train, Generative AI.

47. Suggested Content in Marketplace

Ranking. To help our users more easily navigate the Marketplace to find Content that is interesting and relevant, we sometimes organize Content for display to users. We weigh a variety of parameters that inform display order of Content to users in the following contexts

Algorithmic Featuring. When Epic features Content algorithmically, the main parameters that factor into its featuring include:

User-applied filters (like price, publication date, relevant promotions, Content software, Content license, Content authorship, alphabetical order, and Content category)

User text search terms

Content page views

Wishlists

Number of sales to users

Revenue

User-submitted ratings

Content rating

User region language preferences

The Marketplace uses the parameters described above to algorithmically determine user search results and the following lists: (i) Trending; (ii) Best Selling; (iii) Special Offers; (iv) Top Rated; (v) Free; (vi) Latest; and (vii) Following.

48. Content Moderation

For more information about our content moderation practices, please visit our [Safety and Security Center](#).

Regulatory Disclosure Requirement - Monthly Active Users in the EU (Updated February 16, 2024)

The estimated average monthly active recipients in the European Union of ArtStation for the past six months was 1.3 million.

Users who accessed more than one of Epic's services or products in a given month are counted as a user for each service or product.

Exhibit B

Community Content Guidelines

Mar. 18, 2024

To foster a high quality art community on ArtStation, we ask that you please respect our posting guidelines.

Types of art

Generally ArtStation welcomes a wide variety of visual art. This includes concept art, illustration, matte paintings, 3D, animation, visual effects, user interfaces, animated films, sketches, sculptures and more. Take a look at what's already been featured on ArtStation to get an idea of what the community expects.

Only post your work

ArtStation is a portfolio platform. The works on your portfolio should be work that you created. Please only publish work that either you own or that you have permission to publish.

If this is a studio profile, only post work that the studio produced. More info for studio/company profiles

Content Guidelines:

ArtStation was created to host and celebrate your visual artwork but is not the place for other types of content. We reserve the right to remove any projects that go against our community guidelines.

Content restrictions apply to the visual assets uploaded in the project, description, and comments.

Hate: We are an inclusive community here on ArtStation, and it is not the place to post hateful, hurtful comments. We won't tolerate any posts or comments containing messages of violence or ill-will to anyone or group based on religion, sexual orientation, country or language of origin, race or disability.

Mature Content: ArtStation is not the place to post erotic artwork or pornography. Please read more in our mature content guidelines.

Illegal Content: Don't post any content that promotes illegal activities. For more information, please see our Terms of Service.

Violence: We do not encourage or condone any acts of written, illustrated or verbal violence, harassment or bullying towards any other user. Posting anything that promotes violence to anyone or group will have the post deleted and may have their posting capabilities suspended.

Links: In your posts and comments, please don't post any links to sites containing illegal content, pornography, spam, malware, spyware, viruses or any other malicious or destructive sites intended to harm any user, person or equipment.

Private: Do not post any private, personal or confidential information. This includes, but is not limited to, credit card or bank account numbers, phone numbers, personal addresses, social security numbers, and driver's licenses.

Advertisements: Unless you are showcasing artwork from a marketing or advertising campaign, no ad content should be posted in your portfolio. This includes job postings, sales ads or any other solicitation.

Photography: ArtStation is not a photography community. We recommend 500px for that. However, posting images of your sketches, sculptures, set designs or other artwork is fine.

Reporting Artwork

If you find that there is a post that does not follow these guidelines, we encourage you to flag it by using the dropdown at the top right and selecting "Report Abuse".

These guidelines may change from time to time and are subject to the Terms of Service here on ArtStation. In the event that any Community Guidelines are contrary or contradict the TOS, the latter will take precedence.